

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI

BOARD OF TRUSTEES of the PLUMBERS,	:	
PIPEFITTERS & MECHANICAL		
EQUIPMENT SERVICE, LOCAL UNION	:	Case No: 1:11-CV-841
NO. 392 PENSION FUND; BOARD OF		
TRUSTEES of the PLUMBERS, PIPEFITTERS	:	
& MECHANICAL EQUIPMENT SERVICE,		Judge: Barrett
LOCAL UNION NO. 392 HEALTH &	:	
WELFARE FUND; BOARD OF TRUSTEES		
of the PLUMBERS, PIPEFITTERS &	:	Magistrate Judge: Wehrman
MECHANICAL EQUIPMENT SERVICE,		
LOCAL UNION NO. 392 SUB FUND; BOARD	:	
OF TRUSTEES of the PLUMBERS,		
PIPEFITTERS & MECHANICAL EQUIPMENT	:	STIPULATED JUDGMENT
SERVICE, LOCAL UNION NO. 392		ORDER
EDUCATION TRUST FUND; BOARD OF	:	
TRUSTEES of the CINCINNATI PLUMBING		
AND PIPE FITTING INDUSTRY PROMOTION	:	
TRUST FUND; and PLUMBERS, PIPEFITTERS		
& MES, LOCAL UNION NO. 392 U.A.,	:	

Plaintiffs. :

vs. :

KELLEY & CARPENTER ROOFING & SHEET
METAL, INC. :

Defendant. :

Judgment is hereby entered in favor of the Plaintiffs, BOARD OF TRUSTEES of the PLUMBERS, PIPEFITTERS & MECHANICAL EQUIPMENT SERVICE, LOCAL UNION NO. 392 PENSION FUND *et al.*, and against the Defendant KELLEY & CARPENTER ROOFING & SHEET METAL, INC. ("KELLEY & CARPENTER"), as follows:

- I. Judgment is entered in favor of Plaintiffs and against Defendant KELLEY & CARPENTER in the aggregate amount of \$12,552.25, as follows:
 - A. Judgment is entered in favor of Plaintiffs and against Defendant KELLEY &

CARPENTER in the amount of \$9,298.62 in unpaid contributions owed for the months of March, April and May 2012;

- B. Judgment is entered in favor of Plaintiffs and against Defendant KELLEY & CARPENTER in the amount of \$1,185.87 for liquidated damages owed for the months of January through May 2012; and
 - C. Default Judgment is entered in favor of Plaintiffs and against Defendant KELLEY & CARPENTER in the amount of \$2,067.76 for attorney's fees and costs owed during the period of January 30, 2012 through June 29, 2012, pursuant to the terms of the Collective Bargaining Agreement, Trust Agreements, Settlement Agreement and 29 U.S.C. § 1132(g)(2)(D).
- 2. Defendant KELLEY & CARPENTER is Ordered to comply with the terms of the Collective Bargaining Agreement and Trust Agreements, including the submission of ongoing Contribution Reports and payments.
 - 3. Plaintiffs have such other and further relief as the Court may deem just and equitable all at Defendants' cost, pursuant to 29 U.S.C. § 1132(g)(2)(E).

ORDERED BY:

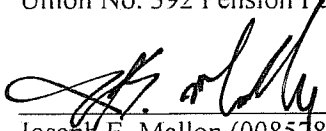
/s/ Michael R. Barrett

HONORABLE JUDGE BARRETT

Dated: 7/25/12

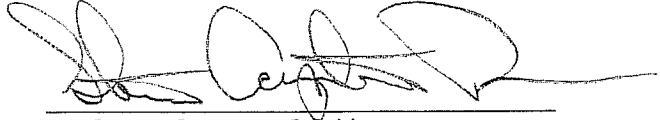
Agreed and So Stipulated:

Board of Trustees of the Plumbers, Pipefitters
& Mechanical Equipment Service, Local
Union No. 392 Pension Fund, *et al.*



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Kelley & Carpenter Roofing & Sheet Metal,
Inc.



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